

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: March 15, 2006

Division: County Attorney

Bulk Item: Yes xx No

Department: County Attorney

Staff Contact Person: Bob Shillinger x3470

AGENDA ITEM WORDING:

Approval of settlement agreement in *Monroe County v. Roger M. Bernstein, Miriam Bernstein, and Jordan Bernstein, collectively and individually as Trustees of Safe Harbor Marine Railway Corporation, a dissolved Florida Corporation*, CA K 05-732.

ITEM BACKGROUND:

Safe Harbor built hangar like structures without benefit of a building permit. After a duly noticed hearing, the Special Magistrate imposed a \$200 per day fine effective July 17, 2002. Safe Harbor obtained a permit 20 days later (8/5/2) though -- due to ongoing revisions to the plans and permit -- no final inspection or certificate of occupancy has been issued. At 20 days, Safe Harbor's fine would be \$4000.00 plus \$100 in administrative costs plus attorney's fees and costs. Safe Harbor has offered to settle the litigation for \$2,500.00 which would more than compensate the County for its attorney's fees and costs incurred in resolving this matter. Because of the owner's continued, good faith efforts to achieve compliance, staff recommends acceptance of that offer.

PREVIOUS RELEVANT BOCC ACTION: n/a

CONTRACT/AGREEMENT CHANGES: n/a

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: n/a

BUDGETED: Yes _____ No ☒

COST TO COUNTY: n/a

SOURCE OF FUNDS: n/a

REVENUE PRODUCING: Yes xx No

AMOUNT PER MONTH n/a **Year** n/a

APPROVED BY: County Atty xx OMB/Purchasing _____ Risk Management _____

DIVISION DIRECTOR APPROVAL:

Suzanne Hutton, Interim County Attorney

DOCUMENTATION: Included xx

Not Required **TO FOLLOW**

DISPOSITION:

AGENDA ITEM #

IN THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA
CIVIL DIVISION

Board of County Commissioners
of Monroe County, Florida, a Political
Subdivision of the State of Florida,

Plaintiff,

Case No: CAK-05-732

Roger M. Bernstein, Miriam Bernstein
and Jordan Bernstein, collectively and
individually as Trustees of Safe Harbor
Marine Railway Corporation, a dissolved
Florida Corporation,

Defendants.
_____ /

SETTLEMENT AGREEMENT

The Plaintiff Monroe County BOCC (hereinafter "the County"), the Defendants Roger M. Bernstein, Miriam Bernstein and Jordan Bernstein collectively and individually as Trustees of Safe Harbor Marine Railway Corporation, a dissolved Florida Corporation (hereinafter "the Defendants") hereby enter into this settlement agreement:

1. This matter was brought by the County to enforce the fine imposed by the Code Enforcement Special Master in L3-01-616 for constructing hangar like buildings and accessory structures without benefit of a permit.
2. In order to settle the County's claims arising from the code enforcement lien imposed in case number L3-01-616 against the Defendants and buy peace in the matter, the County agrees to accept and Defendants agree to pay a sum of \$2,500.00.
3. Said payment shall be made by check made payable to the BOCC of Monroe County and shall be received by the County's Attorney's office no later than March 15, 2006.
4. This agreement is conditioned upon approval by the Board of County Commissioners at a public meeting as required by Florida Law.

5. Said sum shall represent the total sum owed by the Defendants to the County as a result of the claims that were raised or could have been raised by the County in this matter, including the fine, costs, and attorney's fees.
6. By entering into this agreement, the County and Defendants agree to release each other and absolve each other from liability from any claims that either could have raised as a result of the above-styled matter.
7. Except as otherwise provided in this agreement, the County and the Defendants each agree to bear their own respective attorney's fees and costs.
8. Once this agreement has been executed by all of the parties and all of the conditions set forth above have been satisfied, the County shall file a notice of voluntary dismissal with prejudice in the above-styled matter and provide the Defendants with a release and satisfaction of the underlying code enforcement lien.
9. This agreement represents the total agreement between the parties and was entered into freely and voluntarily after consultation with counsel.

Attest: Danny Kolhage, Clerk

Board of County Commissioners of
Monroe County, Florida

By: _____
Deputy Clerk

By: _____
Charles "Sonny" McCoy, Mayor

_____ (date)

For the Defendants

Theodore Herzog, Esq.

_____ (date)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

ROBERT B. SHALLINGER, JR.
ASSISTANT COUNTY ATTORNEY

Date 2-22-6